

JENKINS-FERGEMANN CO., WATERLOO, IOWA-99067

Valverda J. Kenworthy et al	#2365	Filed for record the 27 day of May
To		A. D. 1958 at 9:40 o'clock A. M.
Iowa Power and Light Company	Fee \$1.40	Mary E. Welty, Recorder
Parcel No. 196		Located in State of Iowa
Job No. 00-41-3615		County of Madison
Draft No. - -		Township 77 North Range 28
Structures No. - -		West of the 5th P.M.
	<u>TRANSMISSION LINE EASEMENT</u>	Section 9

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Valverda J. Kenworthy, life tenant, and Bruce R. Kenworthy and Hazel L. Kenworthy, husband and wife, and the undersigned Tenant, Beryl Kenworthy and Avis M. Kenworthy, husband and wife, for and in consideration of Twenty two hundred and eight Dollars (\$2208.00), to be paid by Iowa Power and Light Company, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical

Deed Record, No. 89, Madison County, Iowa

JENKINS-FERDEMANN CO., WATERLOO, IOWA-59067

transmission line, and the poles, structures, wires, and other necessary equipment incident thereto, upon, over along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing said line, and the right to trim or remove with reasonable care, such trees as may interfere with the proper maintenance and operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which may interfere with the proper maintenance and operation of said line. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance or removal of said line.

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 9, Township 77 North, Range 28 West of the 5th P. M., Madison County, Iowa.

The transmission line shall be located within a strip of land 100 feet in width across the above described property and properties adjacent to it. The centerline of the said strip shall enter the said Section 9 at a point approximately 1350 feet north of the southwest corner of the Section and extend easterly to a point approximately 1380 feet north of the southeast corner of the said Section 9.

The undersigned acknowledges payment of Ten Dollars (\$10.00) hereunder, and it is agreed that if the balance of the stated consideration, \$2198.00, is paid the undersigned within 120 days from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, but shall terminate upon the permanent removal or abandonment of the supply or transmission line. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates, but shall not begin construction, and shall not file this agreement for record, until full consideration is paid.

Dated at Des Moines, Iowa, this 21st day of December, 1956.

Bruce R. Kenworthy
Valverda J. Kenworthy
Hazel L. Kenworthy

Beryl Kenworthy
Avis M. Kenworthy

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS.

On this 21st day of December, A.D. 1956, before me, a Notary Public, personally appeared Bruce R. Kenworthy, Valverda J. Kenworthy, and Beryl Kenworthy to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Betty L. Steele Notary Public

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS.

On this 22 day of May, A.D. 1958, before me, a Notary Public, personally appeared Hazel L. Kenworthy and Avis M. Kenworthy to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Glenn G. Appenzeller Notary Public
in and for said County
My commission expires July 4, 1960.